

NO. <u>17917</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/10/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky J. Greenwald</u>

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the Town of Camp Verde, hereinafter called "TOWN";

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by A.R.S. 48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN and;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in Camp Verde. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting at the following location:

SR 260 at Montezuma Castle Highway

Town of Camp Verde

Project 260 YV 220 H2923 01C

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

5. This Agreement shall remain in force and effect until midnight June 30, 1994, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1)

month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, canceling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of location(s) set forth in the Agreement may be added to, or have deletions made, by Letter Addendum, with all other conditions set forth remaining in effect.

7. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance and betterment of traffic signals and/or highway lighting for those state highways with traverse within the boundaries of the Town.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. 12-1518.

11. The provisions of A.R.S. 35-214 are applicable to this Agreement.

12. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the Town is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

13. This Agreement shall be filed with the Secretary of state and shall become effective upon filing.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: *Charles V. Ector*
State Traffic Engineer

DATE: 08-03-93

TOWN OF CAMP VERDE

BY: *Carter Rogers*

DATE: 07-08-93

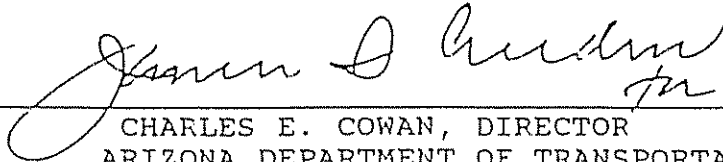
TITLE: MAYOR

ATTEST: *Ronald C. Ramsey*
Ronald C. Ramsey, Town Attorney

MAINTENANCE - TRAFFIC SIGNALS
CAMP VERDE
SR260 at MONTEZUMA CASTLE HIGHWAY

RESOLUTION

BE IT RESOLVED, on this 27 day of August, 1991, that I, CHARLES E. COWAN, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Maintenance Intergovernmental Agreement with the TOWN OF CAMP VERDE for the operation and maintenance of traffic signals and/or highway lighting on State routes within CAMP VERDE. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



CHARLES E. COWAN, DIRECTOR
ARIZONA DEPARTMENT OF TRANSPORTATION

RESOLUTION 93-238

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AND/OR HIGHWAY LIGHTING ON STATE ROUTES WITHIN THE TOWN OF CAMP VERDE.

WHEREAS, the State is empowered by ARS Section 28-108 to enter into an Agreement for the maintenance and operation of traffic signals and/or highway lighting on State routes within the Town of Camp Verde, and;

WHEREAS, the Town of Camp Verde is empowered by ARS 48-572 to enter into an Agreement for the maintenance and operation of traffic signals and/or highway lighting on State routes within the Town of Camp Verde, and;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in Camp Verde. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting at the following locations:

SR 260 at Montezuma Castle Highway
Town of Camp Verde
Project 260 YV 220 H2923 01C

NOW, THEREFORE, be it resolved by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to enter into an intergovernmental agreement with the ARIZONA DEPARTMENT OF TRANSPORTATION, for the maintenance and operation of traffic signals and/or highway lighting on State routes within the Town of Camp Verde.

PASSED, APPROVED AND ADOPTED this 7th day of July, 1993 by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona.

Carter Rogers
Carter Rogers, Mayor

ATTEST:

Dane Bullard
Dane Bullard, Town Clerk

APPROVED AS TO FORM:

Ronald Ramsey
Ronald Ramsey, Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1895-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of August, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

8118/43